



MCNEESE STATE UNIVERSITY

LAKE CHARLES, LOUISIANA 70609

AN EQUAL OPPORTUNITY INSTITUTION

PHONE: (337) 475-5087

FAX: (337) 475-5082

REQUEST FOR BID

DATE	BID NUMBER
06/22/21	D2200003

PURCHASING CONTACT	PHONE	REQUEST NO.	DEPARTMENT	VENDOR I.D. NO.
Debet Hebert	337-475-5083	R2200011	Maintenance	000029655

SEE STANDARD TERMS & CONDITIONS TO BIDDERS.

VENDOR MUST SIGN AND RETURN BID FORM TITLED "STANDARD TERMS & CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

VENDOR:

Return this bid to McNeese State University
Purchasing Department, Smith Hall room 120.
150 Lawton Dr., Lake Charles, LA 70605
or MSU Box 92415, Lake Charles LA 70609

RESPONSE DUE 07/14/21 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
		Request for <u>Sealed Bid</u> (SB)			
		***** THIS IS A BID FOR SCHEDULED MAINTENACE CONTRACT FOR GENERATORS LOCATED AT MCNEESE STATE UNIVERSITY LOCATED IN LAKE CHARLES, LOUISIANA. - THE CONTRACT MAY BE RENEWED FOR TWO (2) ADDITIONAL ONE-YEAR TERMS WITH THE OPTION OF ALL PARTIES, UNDER THE SAME TERMS AND CONDITIONS. - THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE APPROPRIATION OF FUNDS BY THE LEGISLATURE TO FULFILL THE REQUIREMENTS OF THE CONTRACT. IF THE LEGISLATURE FAILS TO APPROPRIATE SUFFICIENT MONIES TO PROVIDE FOR CONTINUATION OF THE CONTRACT, OR IF SUCH APPROPRIATION IS REDUCED BY -			
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1		<p>Request for Sealed Bid (SB) (Continued...)</p> <p>IN THE APPROPRIATION ACT OR TITLE 39 OF THE LOUISIANA REVISED STATUTES OF 1950 TO PREVENT THE TOTAL APPROPRIATION FOR THE YEAR FROM EXCEEDING REVENUES FOR THAT YEAR, OR FOR ANY OTHER LAWFUL PURPOSE, AND THE EFFORT OF SUCH REDUCTION IS TO PROVIDE INSUFFICIENT MONIES FOR THE CONTINUATION OF THE CONTRACT, THE CONTRACT SHALL TERMINATE ON THE DATE OF THE BEGINNING OF THE FIRST FISCAL YEAR FOR WHICH FUNDS HAVE NOT BEEN APPROPRIATED.</p> <p>*****</p> <p>THIS BID MUST BE RETURNED IN A SEALED ENVELOPE/PACKAGE. PLEASE WRITE THE BID NUMBER ON THE ENVELOPE/PACKAGE. RETURN TO ONE OF THE ADDRESSES LISTED ABOVE.</p> <p>*****</p> <p>McNEESE PURCHASING OFFICE IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE CHOSEN MEANS OF SEALED BID DELIVERY (U.S. POSTAL SERVICE, FedEX, UPS, etc.). THE BIDDER IS SOLELY RESPONSIBLE FOR THE</p>			
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1		<p>Request for Sealed Bid (SB) (Continued...)</p> <p>TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE AND TIME SHALL RESULT IN REJECTION OF THE BID.</p> <p>*****</p> <p>SUCCESSFUL BIDDER WILL BE REQUIRED TO PROVIDE A CERTIFICATE OF LIABILITY INSURANCE PRIOR TO WORKING ON CAMPUS AS FOLLOWS:</p> <p>-</p> <p>1. COMMERCIAL GENERAL LIABILITY: \$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000</p> <p>2. AUTOMOBILE LIABILITY: \$1,000,000 COMBINED SINGLE LIMIT PER ACCIDENT FOR BODILY INJURY AND PROPERTY DAMAGE.</p> <p>3. WORKMAN'S COMPENSATION AND EMPLOYERS LIABILITY WORKERS' COMPENSATION LIMITS AS REQUIRED BY THE LABOR CODE OF THE STATE OF LOUISIANA AND EMPLOYERS LIABILITY COVERAGE.</p> <p>-</p>			
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No.	Quantity	Description	Unit	Unit Price	Extension
1		<p>Request for Sealed Bid (SB) (Continued...) ***WORKERS COMPENSATION INDEMNITY*** IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR IT OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE</p>			
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1		Request for Sealed Bid (SB) (Continued...) STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT. CERTIFICATES PROVIDED SHALL INCLUDE MCNEESE STATE UNIVERSITY AS AN ADDITIONAL INSURED.			
1	1.00	PROVIDE SCHEDULED MAINTENANCE FOR ALL DIESEL AND NATURAL GAS POWERED STANDBY GENERATOR SETS AND ASSOCIATED EQUIPMENT ON THE MCNEESE STATE UNIVERSITY CAMPUS AS PER ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS. - THE FIRST YEAR OF THE CONTRACT WILL BE FROM JULY 1, 2021 TO JUNE 30, 2022. - THE BID WILL BE AWARDED ON A TOTAL LOW, ALL-OR-NONE BASIS. - RECORD ITEMIZED PRICING ON THE "GENERATOR SET	YRS		
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1		<p>Request for Sealed Bid (SB) (Continued...) MAINTENANCE" FORM INCLUDED IN THIS BID. ***** TERMINATION FOR CONVENIENCE: MCNEESE MAY TERMINATE THIS AGREEMENT AT ANY TIME BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO CONTRACTOR OF SUCH TERMINATION OR NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. TERMINATION FOR CAUSE: MCNEESE MAY TERMINATE THIS AGREEMENT FOR CAUSE BASED UPON THE FAILURE OF CONTRACTOR TO COMPLY WITH THE TERMS AND/OR CONDITIONS OF THE AGREEMENT PROVIDED THAT MCNEESE SHALL GIVE THE CONTRACTOR WRITTEN NOTICE SPECIFYING THE CONTRACTOR'S FAILURE. IF WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THE CONTRACTOR SHALL NOT HAVE CORRECTED SUCH FAILURE OR, IN THE CASE OF FAILURE WHICH CANNOT BE CORRECTED IN (30) DAYS, BEGUN IN GOOD FAITH TO CORRECT SUCH FAILURE AND THEREAFTER PROCEEDED DILIGENTLY TO COMPLETE SUCH CORRECTION, THEN MCNEESE MAY, AT ITS OPTION, PLACE THE CONTRACTOR</p>			
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1		Request for Sealed Bid (SB) (Continued...) IN DEFAULT AND THE AGREEMENT SHALL TERMINATE ON THE DATE SPECIFIED IN SUCH NOTICE. THE CONTRACTOR MAY EXERCISE ANY RIGHTS AVAILABLE TO IT UNDER LOUISIANA LAW TO TERMINATE FOR CAUSE UPON THE FAILURE OF MCNEESE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, PROVIDED THAT THE CONTRACTOR SHALL GIVE MCNEESE WRITTEN NOTICE SPECIFYING MCNEESE'S FAILURE AND A REASONABLE OPPORTUNITY FOR MCNEESE TO CURE THE DEFECT.			

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STANDARD TERMS & CONDITIONS TO BIDDERS
FAX #337-475-5082

PROPOSALS: The proposal must be received by the Purchasing Department, McNeese State University, before the time set for receiving bids. Bids received after the time set will not be considered. Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids. Prices must be clear and be written in ink or typewritten, and the ITB AND Terms & Conditions must be signed in ink. Be sure bid number and due date are clearly shown on outside of package or envelope. Please see return address on the face of the bid form.

STANDARDS OF QUALITY AND ANY ALTERNATE: Any product or service bid shall conform to all applicable Federal and State Laws and Regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.

When a Pre-Bid Conference is scheduled, no alternative will be considered unless the above conditions are complied with and the "Request for Approval of Alternate" form is completed and returned. This form will be attached when applicable. Only alternates which are approved and acknowledged by addendum following the Pre-Bid Conference will be considered for award at the bid opening. **DO NOT SUBMIT BIDS ON UNAPPROVED ALTERNATES.**

The burden of proof of the merit of the proposed substitute is upon the proposer. The Purchasing Director's decision of approval or rejection of a proposed substitute shall be final.

SAMPLES/DESCRIPTIVE LITERATURE: The envelope/package containing samples and/or descriptive literature submitted by mail for consideration at the Pre-Bid Conference must be labeled in accordance with the instructions given on the "Request for Approval of Alternate" form.

When requested, samples submitted will be returned at bidder's risk and expense provided they have not been made useless through tests.

PRICES: Unless otherwise specified by McNeese in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation.

BID OPENING: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting McNeese during normal working hours. Written bid tabulations will not be furnished.

AWARD OF BIDS: McNeese State University reserves the right to award items separately, grouped, or on an all-or-none basis, and to reject any or all bids and waive any informalities incident thereto.

DELIVERY FAILURE: If the vendor fails to make delivery within the time specified on bid documents or within a reasonable time if no delivery time is specified McNeese reserves the right to cancel the item and to purchase it elsewhere. Any increase in price and/or cost of handling will be charged to the vendor making the original unsatisfactory delivery. Consistent unsatisfactory deliveries will be considered just cause for deleting a vendor from bid lists.

TERMINATION OF THIS AGREEMENT FOR CAUSE/CONVENIENCE: McNeese may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that McNeese shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then McNeese may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of McNeese to comply with the terms and conditions of this agreement, provided the Contractor shall give McNeese written notice specifying McNeese's failure and a reasonable opportunity for McNeese to cure the defect.

McNeese may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

SOLICITATIONS FOR (MOST) GOODS, NOT SERVICES, INCLUDE THE LOUISIANA PRODUCT PREFERENCE AS STATED BELOW:

IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1604, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

Do you claim this Preference? YES _____ NO _____

Specify Line Number(s): _____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled: _____
NOTE: If more space is required, include on separate sheet.)

Do you have a Louisiana business workforce? YES _____ NO _____

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? YES _____ NO _____

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority which are acceptable to the public entity.

By signing and returning this document (along with bid), you are certifying compliance with all Terms and Conditions set forth.

Signature & Company Name

Date

GENERATOR SET MAINTENANCE

Proposal to provide scheduled maintenance for all diesel and natural gas powered stand-by generator sets and associated equipment on the McNeese State University campus. Equipment is to be regularly inspected and serviced during regular business hours and cause no interruption to electrical supply to buildings associated with each generator unit.

Semi-annual inspections will include the following:

1. Inspect and adjust entire fuel system with filter changes as needed. All fuel filters and sediment bowls to be cleaned or replaced as needed. Cost of fuel filters to be covered under his contract.
2. Oil and filter change twice yearly. Dispose of waste oil off site as per EPA and/or DEQ regulations.
3. Inspect cooling system for leaks or degradation of coolant. Add coolant as needed.
4. Air cleaner to be inspected and clean or replaced as needed. Cost of air filter replacement is reimbursable.
5. Check engine and generator controls for proper operation, voltage output and self test schedule. Re-program self test schedule as per University schedule.
6. Check automatic transfer switch for proper operation. Clean, lube, adjust as necessary.
7. Set-up time for University maintenance personnel training on PM's between semi-annual inspections.
8. Conduct load bank test every six (6) months. Test to be performed at full capacity without interruptions to normal building service.
 - A. Load bank test performed for total of 120 minutes in the following manner
 - B. Bring to 25% of rated load and hold for 15 min.
 - C. Bring to 50% of rated load and hold for 15 minutes
 - D. Bring to 75% of rated load and hold for 15 minutes
 - E. Bring to 100% rated load and hold for 15 minutes
 - F. Reverse procedure to end test.
 - G. Provide complete documentation of load test to maintenance office
 - H. NORMAL ELECTRICAL SERVICE CANNOT BE INTERRUPTED DURING THIS TESTING
9. Provide University with electronically generated report of results of entire inspection process. Include recommendation for any additional parts and/or repairs which may be required and is beyond the scope of this maintenance contract.
10. All generator technicians must be trained and experienced to work on all brands of generators present on campus. Contractor must have all equipment necessary to provide above services.

The successful vendor will be required to respond to emergency requests as needed. Access to campus will be coordinated with McNeese State University Police Department. McNeese PD will be informed of the name of the successful bidder.

Provide yearly rates for performance of aforementioned services on the following generator sets located on the McNeese campus.

1. Facilities Complex	Generac NG 100KW	\$ _____
2. University Police	Caterpillar Diesel 75 KW	\$ _____
3. Health Services	Generac NG 80 KW	\$ _____
4. Holbrook Cafeteria	Caterpillar Diesel 300 KW	\$ _____
5. KBYS Radio	Generac NG 80 KW	\$ _____
6. Holbrook Computer Lab	Generac NG 60 KW	\$ _____
7. Cowboy Stadium	Generac NG 150 KW	\$ _____
8. Smith Hall	Generac NG 150 KW	\$ _____
9. Credit Union	Generac NG 70 KW	\$ _____
10. Chosen Hall	Generac Diesel 400 KW	\$ _____
11. H&HP Complex	Caterpillar Diesel 400 KW	\$ _____
12. Parking Garage	Generac NG 40 KW	\$ _____
13. Rec Complex	Maintained by state-not part of this contract	

Please indicate below hourly rates:

Regular service – normal working hours	\$ _____
Overtime service **Must be authorized by University representative	\$ _____
Emergency service	\$ _____
Mileage - \$/Mile	\$ _____

At the option of McNeese State University and acceptance by the Contractor, this contract may be extended for two additional 12 month periods at same price, terms and conditions. This contract cannot exceed thirty-six (36) months.